

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Great Western Co., LLC		01/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
Tec Chem Co., LLC		01/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
Movie Foods Co., LLC		01/02/2009	TRUST: DELAWARE

**RECEIVING PARTY DATA**

Name:	ACP-I, L.P.
Street Address:	10 1/2 East Washington Street
City:	Chagrin Falls
State/Country:	OHIO
Postal Code:	44022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2808811	SUNGLO
Registration Number:	2817377	GREAT WESTERN PRODUCTS COMPANY
Registration Number:	2813133	GREAT WESTERN PRODUCTS COMPANY
Registration Number:	2844821	PREMIUM AMERICA
Registration Number:	2750456	
Registration Number:	2761853	SEÑOR CARLOS
Registration Number:	2285424	SEÑOR CARLOS

**CORRESPONDENCE DATA**

Fax Number: (317)231-7433  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3172311313

CH \$190.00 2808811

Email: cstephens@btlaw.com  
Correspondent Name: Connie Stephens  
Address Line 1: 11 South Meridian Street  
Address Line 2: Barnes & Thornburg LLP  
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	39326-5
NAME OF SUBMITTER:	Connie Stephens
Signature:	/cs/
Date:	02/09/2009

Total Attachments: 9  
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## **TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 2<sup>nd</sup> day of January, 2009 by GREAT WESTERN CO., LLC, a Delaware limited liability company, TEC CHEM CO., LLC, a Delaware limited liability company, and MOVIE FOODS CO., LLC, a Delaware limited liability company (each a "Grantor" and collectively "Grantors"), in favor of ACP-I, L.P. ("Secured Party"):

### **W I T N E S S E T H**

WHEREAS, Grantors and GREAT WESTERN PRODUCTS HOLDINGS, LLC, a Delaware limited liability company, have entered into that certain Securities Purchase Agreement with Secured Party dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Securities Purchase Agreement") providing for the extensions of credit to be made to Grantors by Secured Party;

WHEREAS, Grantors have granted to Secured Party a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the businesses symbolized by Grantors' trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Securities Purchase Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Securities Purchase Agreement. The Securities Purchase Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Securities Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations, Grantors hereby grant to Secured Party and hereby reaffirm their prior grants pursuant to the Securities Purchase Agreement, Security Agreement, Mortgages and other Investment Documents of a continuing security interest in Grantors' entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

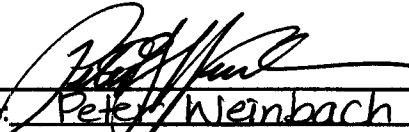
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantors hereby represent and warrant that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks and patents owned or registered to each Grantor as of the date of this Agreement.

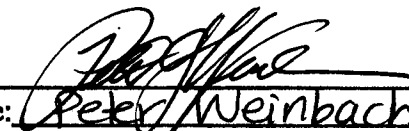
**[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.


**GREAT WESTERN CO., LLC**

By:   
Name: Peter Weinbach  
Title: \_\_\_\_\_

**TEC CHEM CO., LLC**

By:   
Name: Peter Weinbach  
Title: \_\_\_\_\_

**MOVIE FOODS CO., LLC**

By:   
Name: Peter Weinbach  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

ACP-I, L.P.  
as Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

**GREAT WESTERN CO., LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TEC CHEM CO., LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MOVIE FOODS CO., LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**ACP-I, L.P.**

as Secured Party

by: *Alliana Capital Partners, LLC its general partner*

By: *SR. Ely*  
Name: *Shawn R. Ely*  
Title: *Treasurer*

[SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT]

**SCHEDULE 1**

**PATENT REGISTRATIONS**

<b>Application or Patent No.</b>	<b>Country</b>	<b>Issue or Filing Date</b>	<b>Expiration Date</b>	<b>Patent Title</b>	<b>Owner</b>

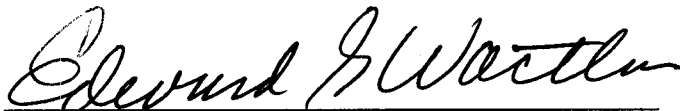
**TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>
SUNGLO	2,808,811
GREAT WESTERN PRODUCTS COMPANY and design	2,817,377
GREAT WESTERN PRODUCTS COMPANY	2,813,133
PREMIUM AMERICA and design	2,844,821
Design Mark (Sombrero)	2,750,456
SEÑOR CARLOS and design	2,761,853
SEÑOR CARLOS	2,285,424

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF NEW YORK : SS  
COUNTY OF NASSAU :

On this 2nd of January 2009, before me personally appeared Peter Weinbach, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of **GREAT WESTERN CO., LLC**, a Delaware limited liability company, **TEC CHEM CO., LLC**, a Delaware limited liability company, and **MOVIE FOODS CO., LLC**, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the Trademark and Patent Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires:

EDWARD S. WACTLAR  
NOTARY PUBLIC, State of New York  
No. 31-9488950  
Qualified in Nassau County  
Commission Expires July 31, 2010

[ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]

TRADEMARK  
REEL: 003932 FRAME: 0513



## POWER OF ATTORNEY

**GREAT WESTERN Co., LLC, TEC CHEM Co., LLC, and MOVIE FOODS Co., LLC** (collectively "Grantors"), hereby authorize **ACP-I, L.P.**, its successors and assigns, and any officer or Secured Party thereof (collectively, "**ACP-I**"), under that certain Security Purchase Agreement among ACP-I, and Great Western Products Holdings, LLC and Grantors dated as of January 2, 2009 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Securities Purchase Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Securities Purchase Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Secured Party to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and ACP-I dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Trademark and Patent Security Agreement) or additional Trademarks and Patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantors a trademark, patent, or copyright assignment, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate ACP-I to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Securities Purchase Agreement.


Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Securities Purchase Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.


**[SIGNATURE TO FOLLOW]**

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.


**GREAT WESTERN CO., LLC**

By:   
Name: Peter Weinbach  
Title: \_\_\_\_\_

**TEC CHEM CO., LLC**

By:   
Name: Peter Weinbach  
Title: \_\_\_\_\_

**MOVIE FOODS CO., LLC**

By:   
Name: Peter Weinbach  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF NEW YORK : SS  
COUNTY OF NASSAU :

On this 2nd of January, 2009, before me personally appeared Peter Weinbach, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of **GREAT WESTERN Co., LLC**, a Delaware limited liability company, **TEC CHEM Co., LLC**, a Delaware limited liability company, and **MOVIE FOODS Co., LLC**, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public  
My Commission Expires:

EDWARD S. WACTLAR  
NOTARY PUBLIC, State of New York  
No. 31-9488950  
Qualified in Nassau County  
Commission Expires July 31, 2011

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT  
SECURITY AGREEMENT]

RECORDED: 02/09/2009

TRADEMARK  
REEL: 003932 FRAME: 0516